

(a) Except as provided in subdivision (b), the person to pay a fine for the first offense of not less than \$ 1,000.00 nor more than \$ 20,000.00 per day that the person is in violation of this act, and for each subsequent offense, a fine of not less than \$ 2,000.00 nor more than \$ 40,000.00 per day.

(c) A refund to the ratepayers of the provider of any collected excessive rates.

(e) Cease and desist orders.

Facts and Allegations

4

Type 2", "Type 2A", "Type 2B", and "Type 2T". Type 1 is an interconnection arrangement between cellular/paging provider and an Ameritech end office. Type 2 is an interconnection arrangement between a cellular/paging provider and an Ameritech tandem office. Types 2A and 2B provide connections to each end office subtending the Ameritech tandem. Type 2B applies to equal access end offices. Type 2T provides connections to all end offices within the LATA.

8. Both Type 1 and Type 2 interconnections require the cellular/paging carrier to establish direct connections to either the serving end office or tandem. Compensation for usage, however, is distinctly different. For Type 1 service, local, interzone, or toll message charges apply, and are charged to the originating end user or the cellular/paging carrier that originates the call. For Type 2T service, message toll charges apply to the originating end user or cellular/paging carrier. However, for Types 2A and 2B, separate charges apply only to the cellular/paging carrier for both originating and terminating traffic. There are no charges to the land line end users.

9. For Types 2A and 2B, no local, interzone, or message toll charges apply to the end user. If someone, for example, went to a payphone and dialed a paging telephone number served under a Type 2A or 2B arrangement, that person would not have to deposit the \$.35 customary charge, nor would that customer have to pay any toll charges. In essence, it is a free call to the party originating the call, like 800/888 calls.

10. The Brooks network is integrated with the Ameritech network like any other local exchange carrier end office. Traffic routing is controlled by the Bellcore

Local Exchange Routing Guide (LERG). In effect, from a Brooks' end user's point of view, dialing conventions are identical within the same exchange areas. That is, within identical local exchange areas, what is considered local (7 digit dialing) and toll (10 digit dialing) are the same. Brooks' end users can therefore dial the cellular/paging carrier under the same nomenclature as if they were served by Ameritech.

11. Although Brooks is permitted to charge its end users under any pricing program permitted by law, current market conditions dictate what Brooks can and can not do. Brooks' end users are charged in a similar fashion for Types 1, 2A, 2B, and 2T cellular/paging calls as described above. For Type 1 and 2T originating messages, Brooks' charges its end users. For Types 2A and 2B there is no charge.

12. End users that reside in or use the network of an independent telephone company can originate calls to cellular/paging carriers under the same dialing nomenclature as an Ameritech end user for these types of cellular/paging interconnections. As with Ameritech, discrete end user charges apply to Type 1 and 2T services. The independent telephone end user is not charged for originating calls for Type 2A and 2B services. For Types 1 and 2T cellular/paging services, the end user is charged according to existing tariffs for originating the call. Thus, the provider originating the call, in this case the independent telephone company, is compensated directly by the end user. For Types 2A and 2T services, Ameritech has engaged an "Access Charge Agreement for Public Mobile Carrier Services". For these services Ameritech compensates the independent telephone

company according to its access charge tariff (MECA Tariff M.P.S.C. Tariff No. 25). The independent provider receives compensation from Ameritech at its access charge rates for these types of calls. This is necessary because the independent telephone company does not directly charge its end user. The independent telephone company is compensated directly by Ameritech.

13. With respect to local exchange resellers, as with independent telephone companies, the compensation terms between these providers and Ameritech are discriminatory compared to the terms between Ameritech and Brooks.

14. Ameritech has indicated that it will require Brooks to compensate Ameritech at its access charge rates for terminating traffic to them over the intraLATA trunks. Ameritech would also charge Brooks for transiting this traffic to the cellular/paging carriers. In simple terms, Ameritech requires Brooks to pay Ameritech to deliver this traffic to the cellular/paging providers. The independent telephone local exchange provider, conversely, receives compensation from Ameritech. Ameritech instead would require Brooks to negotiate separate arrangements with each cellular/paging provider.

15. To require Brooks to negotiate separately with these providers is discriminatory, when in fact this requirement is not required for other local exchange providers, either the independent telephone companies or the resellers.

16. Failure to provide Type 2 cellular/paging compensation to Brooks on terms comparable to those offered to other local service providers constitutes discriminatory refusal or delay of access service to the local exchange, an inferior

interconnection, degraded service, impairment of efficiency, and a refusal or delay of access service.

17. Brooks' current interconnection agreements do not cover compensation for cellular and paging traffic. It was agreed that cellular and paging traffic would not be included in any of the agreement's compensation terms, and would be covered in a separate negotiations.

18. Ameritech recently filed a compensation arrangement with AirTouch Cellular in Case No. U-11292. For Type 2 traffic, this agreement provides two billing options. Under Option 1, AirTouch would continue to compensate Ameritech at its tariff rates for traffic with originates from an Ameritech end office. This billing option is identical to the current arrangement that Ameritech provides under tariff and contracts with independent telephone companies. Under Option 2, however, the Ameritech end user would pay to originate the call. This payment option is similar to Type 1 and 2T compensation. The agreement does include a different form of compensation to AirTouch under Billing Option 2 than under current tariffs, but billing Option 1 is not affected.

19. To Brooks' knowledge and belief, Ameritech has not entered into new agreements with independent telephone companies to modify compensation terms with respect to Type 2 cellular/paging traffic.

Demand for Contested Case Hearing

20. Brooks respectfully demands a contested case hearing on this Complaint.

21. This complaint is supported by the testimony and exhibits of Martin W. Clift, Jr.

Proposed Relief

WHEREFORE, Brooks respectfully asks that the Commission issue an order directing the following:

1. Order Ameritech to enter into arrangements with Brooks for compensation with respect to Type 2 cellular/paging traffic on terms comparable to those offered by Ameritech to independent telephone companies and to resellers.
2. Order Ameritech to cease and desist the discriminatory practices set forth herein.
3. Order Ameritech to make Brooks economically whole for the damages suffered as a result of the violations set forth in this complaint.
4. Assess penalties against Respondents for violation of §§ 305 and 310 of the MTA under the provisions of § 601.

5. Grant such further relief as the Commission may deem to be appropriate.

Respectfully submitted,

**Brooks Fiber Communications of
Michigan, Inc.**

Dated: April 23, 1997

Larry VanderVeen / LRV
Larry VanderVeen, its Regional Vice-
President

BUTZEL LONG

By: William R. Ralls
William R. Ralls (P19203)
Leland R. Rosier (P33827)
118 West Ottawa Street
Lansing, Michigan 48933
(517) 372-6622
(517) 372-6672 (FAX)
**Attorneys for Brooks Fiber
Communications of Michigan,
Inc.**

Dated: April 23, 1997

MAY 19 1997

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the complaint of **BROOKS**)
FIBER COMMUNICATIONS OF MICHIGAN,)
INC. against **AMERITECH CORPORATION**)
and **MICHIGAN BELL TELEPHONE CO.**)
d/b/a **AMERITECH MICHIGAN**, regarding)
discriminatory practices in compensation)
arrangements for cellular/paging traffic.)

Case No. U-11370

ANSWER TO COMPLAINT

I. INTRODUCTION

Respondents Ameritech Corporation, a Delaware corporation, and Michigan Bell Telephone Company, a Michigan corporation, d/b/a Ameritech Michigan (collectively "Ameritech")¹ submit this answer to the Complaint filed by Brooks Fiber Communications of Michigan, Inc. ("Brooks Fiber"). Brooks Fiber filed its complaint on April 23, 1997, accompanied by written direct testimony of witness Martin W. Clift, Jr. and proposed exhibits. The Commission's notice of hearing in the present case scheduled a prehearing conference for May 22, 1997 and directed Ameritech to file this answer by May 16, 1997.

¹Michigan Bell Telephone Company, a Michigan corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell Operating Companies in Michigan, Illinois, Wisconsin, Indiana and Ohio. Michigan Bell offers telecommunications services and operates under the names Ameritech and Ameritech Michigan pursuant to assumed name filings with the state of Michigan.

II. SUMMARY OF THE CASE

Brooks Fiber filed its complaint pursuant to Section 203 of the Michigan Telecommunications Act ("MTA"); MCL 484.2203 and Rules 501*et seq* of the Commission's Rules of Practice and Procedure, MAC R 460.17501 *et seq.* The complaint seeks an order requiring Ameritech to: (i) enter into arrangements with Brooks Fiber to compensate the latter with respect to certain cellular/paging traffic on terms comparable to those offered by Ameritech to independent telephone companies and resellers; (ii) cease and desist alleged discriminatory practices; (iii) pay Brooks Fiber unspecified "make whole" damages; and (iv) pay penalties assessed under the MTA. For reasons addressed herein and that will be developed on the record in this proceeding, Ameritech states that the Commission should deny the relief sought by Brooks Fiber and dismiss the Complaint for lack of merit.

The situation described in the Complaint involves traffic which originates on Brooks Fiber's network, simply transits the Ameritech network, and ultimately is terminated on a wireless provider's network (i.e. cellular or paging service provider). Brooks Fiber is seeking, through allegations of discrimination, to obtain compensation from Ameritech for this wireless traffic by seeking to erroneously portray itself as similarly situated to Secondary Exchange Carriers (SECs) in Michigan, who have compensation arrangements for intraLATA toll traffic developed in consideration of their unique status in relation to the Primary Exchange Carriers (PECs - in Michigan, GTE North and Ameritech). The PEC/SEC relationship was established by the Commission in December 21, 1989 order in MPSC Case No. U-9004/9006/9007 because the SECs did not offer toll services to their end users and either Ameritech or GTE, as a PEC, was therefore designated as the 1+

intraLATA toll carrier for the end user customers in a particular SEC exchange area. As indicated in the Complaint, Brooks Fiber is not similarly situated to the SECs because it offers toll services. As a toll provider, Brooks must negotiate access arrangements directly with the wireless service providers, just as Ameritech does. Moreover, the PEC/SEC relationship and related compensation arrangements are being superseded by changes in the telecommunications industry including introduction of intraLATA dialing parity on a 2-PIC basis and competitive entry.

Brooks Fiber is alleging discrimination and now seeks to have Ameritech compelled to serve as a middleman regarding compensation for wireless traffic originating on the Brooks Fiber network. The proper solution is to have Brooks Fiber arrange for compensation directly with the wireless provider, as is currently the situation. Brooks Fiber is simply attempting to use the regulatory process in an attempt to avoid the effort required to negotiate with the cellular and paging companies.

III. ANSWERS TO SPECIFIC ALLEGATIONS

The numbered paragraphs below correspond to the paragraphs of the complaint and include Ameritech's answers as stated:

1. On information and belief, Ameritech admits the allegations concerning the location and addresses of Brooks Fiber's Michigan and national offices. Ameritech admits that Brooks Fiber is licensed under the MTA as a provider of basic local exchange service.

2. Admitted.

3. Admitted, except that Ameritech denies as untrue that any activity described

in the Complaint is "anticompetitive" or that Brooks Fiber has been affected and damaged by any alleged anticompetitive activity.

4. Ameritech neither admits nor denies the allegations in this paragraph concerning the MTA because the MTA speaks for itself.

5. ~~Ameritech neither admits nor denies the allegations in this paragraph concerning the MTA because the MTA speaks for itself.~~

6. Ameritech neither admits nor denies the allegations in this paragraph concerning the MTA because the MTA speaks for itself. No answer is required to the last sentence of Paragraph 6, which is a recognition of the Commission's ability to determine the dates for publication and prehearing, which have already been established.

7. Ameritech admits that Brooks Fiber uses dedicated intraLATA trunks it provisioned to route intraLATA toll traffic originating on the Brooks Fiber local exchange network to Ameritech, including traffic which terminates to the customer of a cellular or paging service provider interconnected with Ameritech's network. Ameritech denies as untrue that there is a "Type 2" category of service and the allegations as to such service. Ameritech admits the remaining allegations in Paragraph 7 as generally descriptive of certain aspects of Types 2A, 2B and 2T service; however, Ameritech further states that Ameritech Tariff MPSC No. 20 R, Part 14, Section 6 speaks for itself regarding the precise descriptions and requirements for the specified types of interconnection and other matters.

8. Ameritech denies the allegations in the first sentence of Paragraph 8 as untrue because only Type 2A and 2T services are tandem connections, while only Type 1 and 2T service are end office connections. Further answering, Ameritech states that it

lacks sufficient information upon which to form a belief regarding the allegations in the third and fourth sentences, which do not indicate whose end users are referenced. Otherwise, Ameritech admits the allegations in Paragraph 8, subject to the fact that Ameritech Tariff MPSC No. 20 R, Part 14, Section 6 speaks for itself regarding the requirements and compensation under the tariff for the different types of interconnection and related matters.

9. Ameritech denies the allegations in the first sentence of Paragraph 9 as untrue as a general proposition because the existence of charges may depend on the billing option selected, not the type of interconnection. Ameritech neither admits nor denies the remaining allegations in Paragraph 9 because the allegations are too vague and incomplete to permit an answer. For example, the pay phone example does not specify enough information on which to base a conclusion regarding whether the call is "in essence" a "free call", insofar as the charges to an end user may vary depending on the identity of the particular provider of the pay phone service. Pay phone customers may be charged for calling a paging telephone number depending on the provider end office and billing option.

10. Ameritech neither admits nor denies that the Brooks network is integrated with the Ameritech network "like any other local exchange carrier end office" for lack of sufficient information on which to base an answer and because the allegation is vague and indefinite. Ameritech admits that the Bellcore Local Exchange Routing Guide is used and that Brooks Fiber end users can dial customers of certain cellular or paging carriers using the same number of digits as would be used by an Ameritech local exchange customer

making a similar call.

11. Ameritech neither admits nor denies the allegations in Paragraph 11 for lack of sufficient information on which to base an answer and because the allegations are vague and indefinite as to what "current market conditions" are assumed and what specifically Brooks Fiber "can or cannot do."

12. Answering the allegations in Paragraph 12, Ameritech states that the entire paragraph is vague, indefinite, confusing and incomplete in describing the compensation arrangements relating to calls routed to or from the cellular/paging providers. The allegations in general appear to be founded on the erroneous assumption that all independent telephone companies (ITCs) interconnected with Ameritech are the same. In fact, GTE is interconnected with Ameritech and is both an ITC and a PEC, because it provides intraLATA toll service to customers of its SECs. The compensation arrangements for wireless traffic on Ameritech's system differ based upon the PEC/SEC distinction. Further answering, Ameritech admits that ITC end users can originate calls destined to end users of certain cellular or paging service providers by dialing the same number of digits as an Ameritech end user originating a similar call. Ameritech has not reviewed the tariffs and other information of all interconnected ITCs or cellular/paging providers to determine particular end user charges which may apply for traffic originating on the ITC local exchange network; however, under Ameritech's Tariff MPSC No. 20R, end user charges are applied with Billing Option 2 but not Billing Option 1. Ameritech admits that it has entered into certain agreements, each entitled Access Charge Agreement for Public Mobile Carrier Services, setting forth terms and conditions for compensation and billing

associated with Public Mobile Carrier Services provided by Ameritech which originate or terminate to landline locations of SECs, limited to Type 2A and 2T Service. Ameritech denies as untrue that such agreements exist with all ITCs because the agreements are part of the Primary Toll Carrier Plan involving SECs which are not toll providers (unlike Brooks Fiber which is a toll provider). Further answering, Ameritech states under the overall compensation arrangement with SECs, the SECs must turn over all of their end-user originated intraLATA toll revenues to Ameritech; in turn, the SECs then bill Ameritech access charges stated in MECA Tariff MPSC No. 25 for the intraLATA toll traffic originating on the SEC network, including calls terminating to a cellular or paging carrier. Ameritech denies as untrue the allegation that the access charge arrangement for SEC traffic is necessary because the ITC does not directly charge the end user.

13. Ameritech neither admits nor denies the allegations in Paragraph 13 for lack of sufficient information on which to base an answer and because the allegations are vague and indefinite regarding the identity of "local exchange resellers" or the specific "compensation terms" involved. Further answering, Ameritech states that the allegation of discriminatory conduct states a legal conclusion and no answer is required; however, Ameritech denies as untrue that it has engaged in any unlawful or undue discrimination in dealing with Brooks Fiber or that Brooks Fiber is similarly situated to SECs or resellers.

14. Answering Paragraph 14, Ameritech admits that for traffic originating on the Brooks Fiber network and routed through Ameritech's network to the facilities of a cellular or paging service provider, it will bill Brooks Fiber contractual "through access" or "transiting" charges for the use of Ameritech's network to deliver the traffic to such

provider(s). If the call terminates on the Ameritech network instead of the facilities of a cellular or paging provider, Ameritech would bill Brooks Fiber under the Ameritech access tariff. Ameritech denies as untrue that its arrangements with SECs for compensation stand in a "converse" relationship with the Brooks Fiber arrangement because Brooks Fiber and the SECs are not similarly situated regarding the provision of toll service and related compensation. Further answering, Ameritech states that although SECs are paid access rates by Ameritech for intraLATA toll traffic as part of the arrangements, they also turn over end user toll revenues to Ameritech; the access arrangements with the SECs are preexisting matters based on the unique regulatory status of SECs and Ameritech is compensated for access to its network by cellular and paging service providers who pay access charges under Ameritech's access tariff. Further, the arrangements with SECs are under review due to recent legal and factual changes which call into question the continued viability of the SEC/PEC distinction applicable to those ITCs (but not Brooks Fiber). Ameritech denies as untrue that it would require Brooks to negotiate separate arrangements with cellular and paging providers because Ameritech does not have the authority to dictate to Brooks Fiber what arrangements it makes with other providers; however, Ameritech acknowledges that agreements between Brooks Fiber and the cellular/paging providers would be necessary to deal with compensation for traffic exchanged between those providers.

15. Ameritech denies the allegations in Paragraph 15 as untrue because it does not "require" Brooks Fiber to negotiate with providers, as stated in the answer to paragraph 14 above, and Ameritech treats other local exchange providers similarly

situated to Brooks Fiber in the same manner regarding cellular/paging traffic. Further answering, Ameritech states that the allegation that certain actions are "discriminatory" states a legal conclusion to which no answer is required. Other local exchange providers similarly situated to Brooks Fiber are offered similar arrangements.

16. ~~Ameritech denies the allegations in Paragraph 16 as untrue because it provides Type 2 cellular/paging interconnection to Brooks Fiber on terms comparable to those offered to other local service providers similarly situated. Further answering, Ameritech states that the remaining allegations in Paragraph 16 state legal conclusions and no answer is required.~~

17. Admitted.

18. Answering Paragraph 18, Ameritech admits that its compensation agreement with AirTouch Cellular contains two billing options for traffic originating in an Ameritech end office and terminating on the AirTouch network. Under Option 1, AirTouch pays tariffed landline charges to Ameritech as compensation for Ameritech handling the Ameritech-originated end user traffic. The decision whether to bill the end user is left to AirTouch; Ameritech does not bill Ameritech end users for the call. Under Option 2, Ameritech bills its end user for the call and AirTouch bills Ameritech for reciprocating compensation or terminating access as appropriate. These options are available to other cellular and paging service providers. Ameritech denies as untrue that Option 2 is identical to the current arrangements with ITCs because, as stated previously, the arrangements with SECs apply due to their unique status as SECs and Ameritech does not have the same arrangements with the other ITC in Michigan, GTE North, Inc.

19. Answering Paragraph 19, Ameritech admits that it has not revised the arrangements with SECs regarding intraLATA traffic; however, Ameritech states that changes in that arrangement are presently under consideration due to changes in the industry structure and status of SECs which change the fundamental assumptions underlying the PEC/SEC relationship.

20. No answer is required insofar as the allegation in Paragraph 20 is a demand for relief from the Commission.

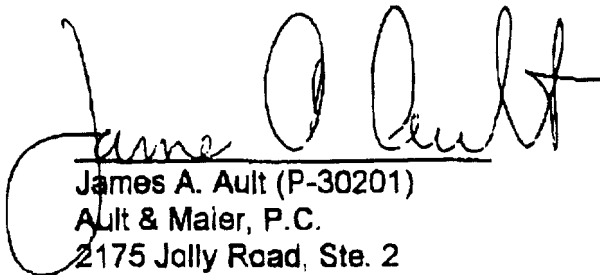
21. Admitted that the Complaint was accompanied by the referenced testimony and exhibits but denied that such materials justify any relief to Brooks Fiber in this case.

WHEREFORE, Ameritech respectfully requests that the Commission find and determine that all relief requested by Brooks Fiber in the Complaint should be denied for lack of merit in the grounds presented; that Brooks Fiber should take nothing by way of its complaint; and that the Complaint should be dismissed with prejudice.

Respectfully submitted,

AMERITECH CORPORATION and
MICHIGAN BELL TELEPHONE COMPANY
d/b/a AMERITECH MICHIGAN

Dated: May 16, 1997



James A. Ault (P-30201)
Ault & Maier, P.C.
2175 Jolly Road, Ste. 2
Okemos, MI 48864
(517) 349-8080

Craig A. Anderson (P-28968)
Ameritech Michigan
444 Michigan Ave., Room 1750
Detroit, MI 48226
(313) 223-8033



BROOKS FIBER COMMUNICATIONS

AMERITECH INCIDENT REPORT

ORDER IDENTIFICATION

CUSTOMER (last, first): XXXX

ORDER #: XXXX

STREET ADDRESS: XXXX

DATE ORDERED:

CITY / STATE: HUDSONVILLE MI

DUE DATE:

IN SERVICE:

TELE #: XXXX

AMI #: XXXX

BRIEF DESCRIPTION OF PROBLEM:

Ameritech re-routed calls in the AMI switch on Tuesday January 21, 1997. This resulted in all of these [Hudsonville] customers being out of service from early Tuesday morning (before 8am) until approx. 10:30 am. They could not receive calls on their ported AMI phone numbers. They could make outgoing calls. Many customers were very upset that they could not receive any calls. Some threatened to switch back to AMI. Even though this "mistake" is the fault of AMI, Brooks looks like the one to blame.

AMI is responsible for maintaining the trunk lines from AMI to Brooks. The trunk lines that were handling the porting of the AMI numbers were overloaded. I had a handful of customers above call in and complain that their customers were getting a "All Circuits are busy" recording. Appropriate Brooks personnel were notified. This problem continued for at least 1 1/2 weeks. AMI had to order the trunk lines, Brooks could not order them per the agreement between AMI and Brooks. So, as a result of AMI not maintaining these trunks, Brooks customers missed a great number of phone calls. The customers above are the ones that called in. Many more were affected. A couple customers switched back to AMI.

A NOTE FROM BROOKS OPERATIONS TO AMERITECH'S ERIC LARSEN:

"We have been working with Rick Kasza [Ameritech] over the last 2-weeks addressing the issue of enough trunks to handle the load between Ameritech and Brooks switches. Specifically, the intraLATA toll group has been causing significant blockage. [Brooks Translations] was seeing calls from Hudsonville (local calling area) appear on the intraLATA toll trunk group. He notified Rick of this and apparently there was a routing change that took place late yesterday (1/20/97). This morning (1/21/97) we have been getting numerous calls from our customers that they cannot be called on their Ameritech ported numbers. The Brooks telephone number works OK. Rick is presently working on the trouble, but I wanted you to know about it. Any assistance you can offer would be greatly appreciated."

REPORTER'S NAME / DEPARTMENT: XXXXX

XXXXX



BROOKS FIBER COMMUNICATIONS

AMERITECH INCIDENT REPORT

ORDER IDENTIFICATION

CUSTOMER (last, first): XXXX

ORDER #: XXXX

DATE ORDERED: 1/9/97

STREET ADDRESS: XXXX

DUE DATE: 1/9/97

CITY / STATE: HOLLAND MI

IN SERVICE: 1/9/97

TELE #: XXXX

AMI #: XXXX

BRIEF DESCRIPTION OF PROBLEM:

On 1/9/97 Brooks received notice that a customer complaint had been filed with the MPSC. The customer indicated at 8:50am that same morning [to Brooks Customer Care] that IT'S customers (from the Ameritech network) were receiving an "all trunks busy" recording. This condition had been occurring for several days. The customer was very upset at this condition. The problem was traced to inadequate trunking from Ameritech's network to Brooks. Upon notification, Ameritech expeditiously installed additional trunks. The problem was corrected at noon on 1/9/97.

REPORTER'S NAME / DEPARTMENT: XXXXX

XXXXX



BROOKS FIBER COMMUNICATIONS

AMERITECH INCIDENT REPORT

ORDER IDENTIFICATION

CUSTOMER (last, first): XXXX

ORDER #: XXXX

DATE ORDERED:

STREET ADDRESS: XXXX

DUE DATE:

CITY / STATE: MI

IN SERVICE:

TELE #: XXXX

AMI #: XXXX

BRIEF DESCRIPTION OF PROBLEM:

SHORT DURATION CALL BLOCKAGE:

The [Brooks] Grand Rapids NOCC [Network Operations Control Center] observed ported number trunk group trouble from most Ameritech exchanges today from 1206 to 1330 EST. [2/20/97]

The cause was Ameritech maintenance on the Light Span 2000 at 2855 Oak Industrial Drive. The incoming ported numbers would have returned a fast busy to the calling party.

Ameritech has rescheduled their maintenance during the Maintenance window tonight after midnight. The Ameritech Technician is Ron Walter, and he will require access tonight.

REPORTER'S NAME / DEPARTMENT: XXXXX

XXXXX

EXHIBIT L



BROOKS FIBER COMMUNICATIONS

AMERITECH INCIDENT REPORT

ORDER IDENTIFICATION

CUSTOMER (last, first): XXXX

ORDER #: XXXX

DATE ORDERED: 12/17/96

STREET ADDRESS: XXXX

DUE DATE: 1/22/97

CITY / STATE: GRAND RAPIDS MI

IN SERVICE: PENDING

TELE #: XXXX

AMI #: XXXX

BRIEF DESCRIPTION OF PROBLEM:

The customer needed a line as soon as possible. Ameritech made us wait six (6) days. The customer didn't want to wait so she went with Ameritech and received her line within two (2) days.

REPORTER'S NAME / DEPARTMENT: XXXXX

XXXXX



BROOKS FIBER COMMUNICATIONS

AMERITECH INCIDENT REPORT

ORDER IDENTIFICATION

CUSTOMER (last, first): XXXX

ORDER #: XXXX

DATE ORDERED: 12/12/96

STREET ADDRESS: XXXX

DUE DATE: N/A

CITY / STATE: MI

IN SERVICE:

TELE #: XXXX

AMI #: XXXX

BRIEF DESCRIPTION OF PROBLEM:

Customer was in hospital and needed phone service by the time she was released. Brooks Customer Care department asked that the order be expedited. On the morning of 12/13/96 the customer called to cancel her order--apparently she got installed with Ameritech quicker. Ameritech initially told us that they couldn't install her any earlier than 12/17/96. The order was cancelled and Brooks Dispatch and Provisioning were notified.

REPORTER'S NAME / DEPARTMENT: XXXXX

XXXXX